

REMARKS

Claims 1-20 are pending. By this Response, claims 1, 2, 4, 7, 8, 10, 12, 14, 17 and 19 are amended and claims 21-23 are cancelled. Reconsideration and allowance based on the above amendments and following remarks are respectfully requested.

The Office Action objects to claim 14 due to informalities. Applicant has amended claim 14 to correct for this informality. Accordingly, withdrawal of the objection is respectfully requested.

The Office action rejects claims 1, 7, 14, 12, 19 and 21-23 under 35 U.S.C. §102(e) as being anticipated by Oswal (US 6,181,883); claims 2, 4, 8, 10, 15 and 17 under 35 U.S.C. §103(a) as being unpatentable over Oswal in view of Etoh, et al. (US 5,959,671); claims 3, 9 and 16 under 35 U.S.C. §103(a) as being unpatentable over Oswal in view of Ando (US 6,304,724); claims 5, 11 and 18 under 35 U.S.C. §103(a) as being unpatentable over Oswal in view of Hatori (JP Patent No. 410042231A) and claims 6, 13 and 20 under 35 U.S.C. §103(a) as being unpatentable over Oswal, Hatori and Norris (US 4,523,825). These rejections are respectfully traversed.

The Office Action alleges that Oswal teaches each and every feature of the claims invention as recited in independent claims 1, 7 and 14. Applicant respectfully disagrees.

Applicant's independent claims include the features of an infrared communication section through which data is communicated to an external

device. A protective covering is provided over the infrared communication section when not in use to provide protection. The camera is reset after a removal and a resetting of the protection means over the infrared communication section.

Applicant respectfully submits that infrared, unlike other communication means, necessarily requires an exposed area to be able to transmit signals. If the covering of the infrared transmitter/receiver is impaired by being dirty or scratched, the signals sent/received may not accurately represent the data contained on the signals. For communication by a communication port using cables or wireless RF, the cables contain the information and the antenna transmits information, respectively. Touching the cable or antenna or slight scratches thereto will not impair transfer of information as may occur at an infrared port.

Because of the unique nature of infrared, the prior art has left the infrared communication port exposed on cameras and other devices so that communication can occur. In fact, applicant admits on pages 1 and 2 of applicant's specification, that infrared communication in a digital camera is known. Applicant respectfully submits, however, that the combination of infrared communication along with a protective covering as claimed by applicant and the resetting of the infrared communication section based on the application of the protective covering is not taught in the prior art.

The Office Action alleges that Oswal teaches a protective covering for use in a camera. The Office Action alleges that feature 76 of Fig. 5 as disclosed at column 8, lines 31-40 correspond to applicant's claimed protected covering. Applicant respectfully submits that feature 76 of Fig. 5 is a hinge cover as is used to cover a pin connector or other type of connector that is a direct or cable connector. The hinge cover does not cover an infrared communication section, as claimed.

Further, the hinge cover is not removable. The cover can swing on a hinge but cannot be removed at times when the image is output, as claimed.

The Office Action alleges that teachings of infrared are provided in Oswal at column 8, lines 45-50. As stated above, applicant has admitted that infrared communication by cameras is known in the art. The disclosure at column 8, lines 45-50 only reiterates what applicant has already asserted at pages 1 and 2 of the specification. Oswal states "the camera may also be designed with a wireless (infrared, RF, microwave, etc.) transmitter/receiver for exchanging image data with a suitably located host device." Applicant respectfully submits that this statement made in Oswal does not teach anything beyond the use of infrared in a camera device. Thus, it is unclear why this section of Oswal is being applied?

Oswal does not teach or suggest providing any type of protection covering means for an infrared transmitter/receiver. The only cover taught in Oswal is the hinge cover 76 that is used to cover pin connectors or cable connectors.

However, as discussed above, it is not known in the art to provide a protective covering for infrared communication ports included on the body of a camera. Therefore, Oswal, although teaching a protective covering for communication via a docking station or a cable which requires a pin connector, does not teach or suggest providing a removable cover, providing a cover for an infrared communication port or providing a resetting of an infrared communication section determined by the covering of the protective means, as claimed by applicant.

Thus, applicant respectfully submits that Oswal fails to teach, *inter alia*, covering the infrared communications section portion of the digital camera with a removable detecting means which is removed at times when the image data is output, the protecting means substantially contouring to the outer surface of the communication section, as recited in independent claims 1, 7 and 14.

Further, applicant respectfully submits that Oswal fails to teach, *inter alia*, wherein after the protecting means is removed and the image data is taken out from the communication section, the communication section is once again covered by the protecting means, thereby resetting the infrared communication section, as recited in claim 1.

Further, applicant respectfully submits that Etoh, Ando, Hatori and Norris fail to make up for the deficiencies of Oswal. Accordingly, dependent claims 2-6, 8-13 and 15-20 are likewise distinguishable over the cited references.

In view of the above, applicant respectfully submits that Oswal alone or in combination fails to teach the features of the claimed invention.

Accordingly, reconsideration and withdrawal of the rejections are respectfully requested.

#### Conclusion

For at least these reasons, it is respectfully submitted that claims 1-20 are distinguishable over the cited art. Favorable consideration and prompt allowance are earnestly solicited.

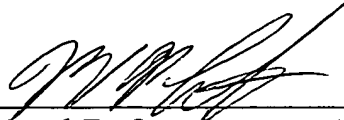
Should there be any outstanding matters that need to be resolved in the present application, the Examiner is respectfully requested to contact Chad J. Billings (Reg. No. 48,917) at the telephone number of the undersigned below, to conduct an interview in an effort to expedite prosecution in connection with the present application.

Appl. No. 09/500,224

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17; particularly, extension of time fees.

Respectfully submitted,

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